IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O. O. C. J.

NOTICE OF MOTION NO.201 OF 2006
IN
WRIT PETITION NO.2689 OF 1988

Dalamal & Sons Investment Company & Ors. ...Petitioners.
Vs.
The State of Maharashtra & Anr. ...Respondents.
....
Mr. D.J. Khambatta with Mr. A.S. Doctor i/b. Junnarkar & Associates for the Third Petitioner.
Ms.Geeta Shastri, AGP for the Respondents.
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CORAM : DR.D.Y.CHANDRACHUD, J.

November 20, 2006.

P.C.

The Petition was disposed of by a Judgment and Order dated 26th July 1993 and rule was made absolute in terms of prayer clauses (c) and (d). The Petitioners have taken out this Notice of Motion nearly thirteen years after the judgment on 17th April 2006 for seeking directions in a petition which has been disposed of. Essentially, the Petitioners are aggrieved by a communication of the Government dated 16th January 2006. The grievance of the Petitioners is that clause 2(t) of the proposed Deed of Lease is not consistent with the standard form or with the Memorandum of

Terms and Conditions for the lease of plots from Block III Backbay Reclamation (Exh.B). Though liberty was granted by this Court in the order dated 26th July 2003 to apply, there is now a substantial dispute between the parties on the question as to whether Government is justified in law in imposing the condition contained in clause 2(t) of the Draft Lease. It would neither be appropriate nor proper for the Court to entertain or adjudicate upon this dispute in a petition which has already been disposed of in 1993. The Petitioners would be at liberty to seek such remedies as are available in law for ventilating their grievance. The Notice of Motion is dismissed leaving it open to the Petitioners to avail of such remedies as are available in law.

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